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CONSUMERDIRECT, INC.
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 CONSUMERDIRECT, INC.,

12 Plaintiff,

13 vs.

14 AUGUST TAYLOR, an individual; and
DOES 1 - 10, inclusive,

15 Defendants.
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Case No. 8:23-cv-02067

COMPLAINT FOR:

1. **FEDERAL TRADEMARK
INFRINGEMENT
[15 U.S.C. § 1114]**
2. **FALSE DESIGNATION OF
ORIGIN AND UNFAIR
COMPETITION
[15 U.S.C. § 1125(a)]**
3. **COMMON LAW TRADEMARK
INFRINGEMENT AND UNFAIR
COMPETITION**

DEMAND FOR JURY TRIAL

21
22 Plaintiff ConsumerDirect, Inc. ("Plaintiff" or "ConsumerDirect") alleges as
23 follows against defendants August Taylor ("Defendant" or "Taylor") and DOES 1-
24 10 (with Taylor, "Defendants"):

25 **NATURE OF THE CASE**

26 1. Defendant, an individual residing in Vietnam is exploiting Plaintiff's
27 CONSUMERDIRECT trademark for sake of perpetrating phishing scheme, through
28 which unsuspecting consumers provide their credit card information to obtain

1 discounted products that are never provided. Instead, Defendant continues to charge
 2 the credit card as part of a purported subscription services, for which no services are
 3 provided. Relying on Defendant's false association with Plaintiff, a number of
 4 Defendant's victims have erroneously blamed Plaintiff for their misfortune.

5 2. Plaintiff has already sought to bar Defendant's fraudulent acts through
 6 initiation of a proceeding in accordance with the Uniform Domain Name Dispute
 7 Resolution Policy ("UDRP"), approved by the Internet Corporation for Assigned
 8 Names and Numbers ("ICANN"). Although Plaintiff obtained a favorable decision
 9 and transfer of the offending domain, Defendant simply registered a new domain
 10 through which he continues his scheme. This new website, too, uses Plaintiff's
 11 federally registered CONSUMERDIRECT mark to feign legitimacy, and at least
 12 one of Defendant's victims has accused Plaintiff of causing this harm.

13 3. On information and belief, Defendant will continue infringe Plaintiff's
 14 CONSUMERDIRECT mark unless enjoined. Plaintiff thus brings this action to
 15 protect its valuable intellectual property rights.

16 4. Plaintiff seeks where appropriate injunctive relief, statutory damages,
 17 an award of Defendant's profits, attorney's fees, and costs for trademark
 18 infringement under 15 U.S.C. section 1114(1)(a) and (b); false designation of origin
 19 and/or sponsorship under 15 U.S.C. section 1125(a); and common law trademark
 20 and trade name infringement, and unfair competition, with respect to Plaintiff's
 21 federally registered CONSUMERDIRECT trademark.

22 **PARTIES**

23 5. Plaintiff is a Nevada Corporation with its principal place of business at
 24 16795 Von Karman Ave., Suite 230, Irvine CA 92606. Plaintiff is qualified to
 25 conduct business in California.

26 6. On information and belief, Defendant August Taylor is an individual
 27 residing in Ho Chi Minh City, Vietnam. Via the earlier UDRP proceeding, Plaintiff
 28 obtained the name, address, phone number, and email address that Defendant used

1 to register the infringing domain.

2 7. On information and belief, Defendant has deceived and intends to
3 deceive consumers residing in this judicial district through his interactive website
4 and feigns affiliation with Plaintiff by virtue of his use of Plaintiff's federally
5 registered mark. Defendant, however, uses his website and exploits his false
6 affiliation with Plaintiff to perpetrate a scam, as explained further below.

7 8. On information and belief, Defendant has purposefully directed his
8 fraudulent activities toward consumers residing in this judicial district, including
9 without limitation by deceiving unsuspecting California consumers into a fraudulent
10 scam, and exploiting the goodwill associated with Plaintiff's CONSUMERDIRECT
11 mark to do so – all the while on notice that Plaintiff is a resident of this judicial
12 district and that Plaintiff would suffer harm in this judicial district.

13 9. Indeed, the filings submitted in the UDRP proceeding, as well as the
14 decision itself, notified Defendant that Plaintiff conducts business from this judicial
15 district. These materials had been served on Defendant via the email address
16 registered in connection with his domain, in addition to the email address listed on
17 the infringing website. Still, knowing Plaintiff resides here, Defendant brazenly
18 registered a new website using Plaintiff's mark to defraud consumers.

19 10. By engaging in the activities set forth herein, Defendant has
20 purposefully availed himself of the privilege of conducting activities in this forum,
21 thereby invoking the benefits and protections of the laws of the State of California,
22 and of this judicial district in particular.

23 11. On information and belief, each of the defendants named herein as
24 DOES 1 through 10, inclusive, performed, participated in, or abetted in some
25 manner, the acts alleged herein, proximately caused the damages alleged below, and
26 are liable to Plaintiff for the damages and relief sought herein. The identities of the
27 individuals and entities named as defendants DOES 1 through 10, inclusive, are not
28 presently known, but Plaintiff will seek to amend the Complaint to identify them

1 when their names and identities have been ascertained.

2 12. On information and belief, Plaintiff alleges that, in performing the acts
3 and omissions alleged herein, and at all times relevant hereto, each of the
4 Defendants was the agent, servant, alter ego, employee, and/or successor or
5 predecessor in interest of each of the other Defendants, and was at all times acting
6 within the course and scope of such relationship, with the knowledge, approval,
7 consent, or ratification of each of the other Defendants.

8 **JURISDICTION AND VENUE**

9 13. This Court has subject matter jurisdiction over this action pursuant to
10 28 U.S.C. sections 1331 and 1338, and 15 U.S.C. section 1121, because Plaintiff's
11 claims arise, in part, under the Lanham Act, 15 U.S.C. section 1051 *et seq.* This
12 Court has supplemental jurisdiction pursuant to 28 U.S.C. sections 1338(b) and
13 1367 over Plaintiff's claims arising under the laws of the State of California.

14 14. This Court also has jurisdiction under 28 U.S.C. section 1332 because
15 Plaintiff is a citizen of a State and Defendant is a citizen of a foreign state, and the
16 matter in controversy exceeds \$75,000, exclusive of interest and costs.

17 15. This Court has personal jurisdiction over Defendant because, on
18 information and belief, Defendant has repeatedly exploited Plaintiff's mark to
19 defraud consumers, including consumers residing in this judicial district, via
20 Defendants' interactive website, all while knowing that Plaintiff is a resident of this
21 judicial district and that Plaintiff would suffer harm here. Defendant's intentional
22 actions were thus expressly aimed at this judicial district.

23 16. Through the UDRP proceeding that Plaintiff initiated against
24 Defendant, Defendant learned that Plaintiff resides within this judicial district. Even
25 after those proceedings ended in Plaintiff's favor, Defendant continued to
26 specifically and individually target Plaintiff by exploiting Plaintiff's mark to deceive
27 unsuspecting consumers. Defendant knew he would cause harm in California
28 because his scheme depended on feigning association with Plaintiff, a company he

1 knew to be located in Orange County, California.

2 17. Venue is proper in the Central District of California under 28 U.S.C.
3 section 1391(a) and section 1391(b) because a substantial part of the events,
4 omissions and acts that are the subject matter of this action, and the resulting injury
5 to Plaintiff, occurred within the Central District of California. This action arises out
6 of Defendant's trademark infringement as alleged below, and the threatened and
7 actual harm to Plaintiff by reasons thereof. Plaintiff is informed and believes, and
8 thereon alleges, that Defendant conducts business in this judicial district through his
9 infringing, interactive website and receives compensation from luring consumers in
10 this judicial district to his infringing website, as alleged below. Furthermore, by his
11 actions alleged herein, Defendant has caused harm to Plaintiff at its headquarters in
12 this judicial district.

13 **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

14 **I. Plaintiff's CONSUMERDIRECT Trademark.**

15 18. Plaintiff is a well-known provider of credit score management services
16 whereby its consumers can monitor credit reports, learn how to increase their credit
17 score, manage debt, and monitor fraudulent activity that may affect their credit.
18 Since 2003, Plaintiff has helped millions of Americans improve their credit scores
19 and finances. Plaintiff offers its services to consumers via its websites, including
20 <https://www.consumerdirect.com/>.

21 19. Plaintiff is the proud owner of an A- rating from the Better Business
22 Bureau (BBB) and has developed a nationwide reputation for quality consumer
23 financial products, including fraud monitoring services.

24 20. Plaintiff owns a federal trademark registration for its
25 CONSUMERDIRECT mark, namely, U.S. Registration No. 3,225,875 (the
26 "Mark"). Plaintiff's Mark has been registered since for April 3, 2007, for use in
27 connection with: "Financial services, namely, credit risk analysis, credit monitoring,
28 credit management and analysis, and providing information in the field of credit

1 management, all over computer networks.” A true and correct copy of the
2 certificate of registration for the Mark is attached to this Complaint as **Exhibit A**.

3 21. Plaintiff thus has longstanding federal registration rights in its
4 CONSUMERDIRECT Mark, which has become incontestable. Plaintiff’s Mark is
5 valid and subsisting and remains in full force and effect.

6 22. Indeed, long before Defendant used any similar mark, Plaintiff has
7 continuously, prominently and exclusively used its Mark to denote the source of its
8 financial services, including credit score improvement and fraud monitoring, in the
9 United States. During this period, Plaintiff has committed significant amounts of
10 time, effort and money to developing a widely respected reputation in the financial
11 services industry through which the Mark has acquired secondary meaning
12 indicating Plaintiff as the source of its high-quality services. Thus, before the acts
13 complained of in this Complaint, members of the general consumer population
14 recognized the Mark as an exclusive source identifier for financial services
15 originating from, sponsored or approved by Plaintiff.

16 23. On information and belief, Plaintiff has the exclusive right to use the
17 Mark in interstate commerce in connection with financial services, and Plaintiff’s
18 use has been exclusive since it first adopted the Mark, with the exception of
19 unauthorized uses such as by Defendant as described in this Complaint.

20 24. Plaintiff has widely advertised, promoted and marketed goods under its
21 Mark in numerous and diverse advertising media, including print and the internet, to
22 promote the strength and renown of its Mark. Plaintiff has achieved a high level of
23 commercial success in selling products and services bearing its Mark, and has built a
24 valuable reputation and substantial goodwill, with which the Mark has become
25 synonymous.

26 25. A substantial part of these sales, advertisements, and promotions have
27 occurred via Plaintiff’s website, <https://www.consumerdirect.com/>, which
28 prominently features Plaintiff’s Mark.

II. Defendant's First Infringing Website.

26. On or about May 5, 2020, Defendant registered the domain name www.consumerdirectsavings.com (the "Infringing Domain"), which is confusingly similar to Plaintiff's CONSUMERDIRECT Mark, in a flagrant attempt to trade off of the renown and goodwill of the Mark.

27. Plaintiff became aware of Defendant's Infringing Domain when it began receiving a flurry of complaints via the Better Business Bureau (BBB), including the following, which are attached hereto as **Exhibit B**:

a. "Did not receive voucher to purchase merchandise as promised.

Voucher is part of so-called 'subscription' program of Consumer Direct Savings aka One Stop Discount Solution aka Best Consumer Gadget Store aka Smart Health Planner. Resolution is refund of 7.95 and 56.95 combined deducted from my account."

b. "I took an online survey and for my service I was to receive a gift all I had to do was pay The shipping and handling for the gift they charge for the shipping and handling was \$6.98. When I received my credit card bill there was a charge for \$56.95 when I called them to discuss the matter they told me I had signed up for years worth of consumer direct savings store and the charge for that was \$49.97. I told him to cancel my subscription and they gave me a cancellation code of KC021. I called my credit card company and they're dealing with the matter now"

c. "[I w]as charged \$67.32, however i have never even heard of the company and did not purchase or sign up for any offer the charge had a phone number associated with it and i called and was told that i had completed a transaction wit consumer direct savings, which is not correct. i was told that there was nothing i can do about the charge and that i created an account with them on march 13, 2022. which is not possible as i worked the entire day and have no access to the internet at work i asked to speak with a manager or

1 supervisor and was told that was not possible, he went on to say that i had
 2 signed up for a subscription and would be billed monthly. i assure you that i
 3 have never signed up for any subscriptio that i agreed to be billed for
 4 monthly. i assume that this is some kind of scam. is there any way for me to
 5 get my money returned?"

6 28. Thus, Defendant did not use this Infringing Domain to operate any
 7 legitimate business, but rather as a scam website to dupe consumers into providing
 8 information – including credit card information – that was then used by Defendant
 9 to charge consumers for goods and services that are not actually provided.

10 29. Accordingly, on March 31, 2022, Plaintiff initiated the UDRP
 11 proceeding with the Forum, seeking transfer of Defendant's Infringing Domain to
 12 Plaintiff. The Forum served the UDRP complaint on Defendant via the email
 13 addresses associated with his Infringing Domain, yet Defendant did not respond.

14 30. On May 2, 2022, the Forum issued a decision in Plaintiff's favor and
 15 transferred the Infringing Domain to Plaintiff. A true and correct copy of this
 16 decision is attached to this Complaint as **Exhibit C**. The Forum's findings included:

17 a. "The at-issue domain name consists of Complainant's
 18 CONSUMERDIRECT trademark followed by the term "savings" with all
 19 followed by the ".com" top-level domain name. The differences between
 20 <consumerdirectsavings.com> and Complainant's CONSUMERDIRECT
 21 trademark are insufficient to distinguish the domain name from
 22 Complainant's trademark[.]"

23 b. "Respondent uses the at-issue domain name to perpetuate a
 24 phishing scheme. Visitors to the <consumerdirectsavings.com> website are
 25 duped into submitting credit card information to Respondent. Website visitors
 26 who attempt to order offerings from Respondent get charged but never
 27 received any benefit and may also be charged for items they never attempted
 28 to order."

c. “Respondent had actual knowledge of Complainant’s rights in the CONSUMERDIRECT mark when it registered <consumerdirectsavings.com> as a domain name. Respondent’s actual knowledge is evident given the notoriety of Complainant’s CONSUMERDIRECT trademark. Respondent’s registration and use of a confusingly similar domain name with knowledge of Complainant’s trademark rights in such domain name further indicates Respondent’s bad faith[.]”

III. Defendant Registers A New Website

31. On or about November 29, 2022, Defendant registered a new domain name, <https://www.simplydiscountshop.com/> (the “New Website”). Although the domain name for the New Website had been changed to omit reference to Plaintiff’s Mark (and, ostensibly, insulate it from transfer via another UDRP proceeding), the webpage otherwise remained identical. The New Website, like the Infringing Domain, prominently featured “Consumer Direct Savings” (the “Infringing Mark”), which incorporates Plaintiff’s Mark in its entirety.

32. Indeed, the homepage of the New Website remains the same as its predecessor, prominently featuring the Infringing Mark. The “About” page of the New Website, too, identifies the owner of the website as “Consumer Direct Savings.” The New Website provides the following email address for consumers to contact: support@consumerdirectsavings.com. Finally, the privacy policy for the New Website identifies the owner as “consumerdirectsavings.com.” True and correct copies of printouts of these webpages are attached hereto as **Exhibit D**.

33. Further confirming that Defendant is responsible for operating this New Website, the domain information of the New Website lists the same address associated with its privacy service (i.e., Kalkofnsvegur 2, 101 Reykjavik, Capital Region, Iceland) as the Infringing Domain, which address has been associated with other scams, as well as with DarkSide ransomware.

34. Plaintiff learned of this New Website on August 15, 2023, when it received a complaint from a victim of Defendant's scheme, shown below:

Subject: Took MY MONEY I WANT REFUND

Date: Tue, 15 Aug 2023 13:50:59 +0000

From: Lynn Rauscher

To: info@consumerdirect.com <info@consumerdirect.com>

I called the bogus customer CARE... joke... to said they contacted YOU...

SAID YOU WOULD NOT REFUND MY MONEY !!!! ONLY GIVE ME \$19.95 OF THE \$39.99 YOU STOLE FROM ME!!!!!!!!!!!!!!!!!!!!!!

I DID NOT... I REPEAT DID NOT GIVE YOU PERMISSION TO TAKE MY MONEY..

I DON'T EVEN KNOW WHO THE HELL YOU ARE.

MY MONEY WAS TAKEN ON JULY 19 IN THE AMOUNT OF \$39.99 FROM SOME SHIT HOLE COMPANY CALLED DYNAMICL 877-203-7336

I HAVE REPORTED YOUR UNLAWFUL BUSINESS TO THE BBB.

LIKE YOU GIVE A SHIT... YOU HAVE STOLEN MONEY FROM THOUSANDS FROM ALL THE COMMENTS ON GOGGLE...

I WANT MY REFUND IN THE FULL AMOUNT!!

Through further investigation, Plaintiff ascertained that the sender had been defrauded by Defendant via the New Website.

35. Based on a review of consumer complaints addressing this New Website – some of which have been erroneously targeted to Plaintiff – Plaintiff is informed and believes that Defendant uses this New Website to advertise the sale of products at a significant discount, yet it never delivers said products to purchasers. Instead, shortly after the attempted purchase, Defendant charges the credit card information for additional, unauthorized amounts. Often, Defendant will bill the victims' credit card for a subscription service, with charges recurring on a monthly basis. The victims receive no product, nor service, for these fraudulent charges. This is the same scheme that Defendant perpetrated in connection with the Infringing Domain. Both websites used the Infringing Mark, and both websites resulted in actual consumer confusion.

36. Because Plaintiff provides financial services – including credit monitoring and fraud prevention – an interested consumer could reasonably Google the phrase “Consumer Direct savings” in an effort to find Plaintiff. The New Website, however, is a top result of said search, with Plaintiff's own website trailing behind the New Website. Other top results include crowd-sourced review and scam

1 detector websites, which are rife with reviews of defrauded consumers warning
2 others to avoid the Infringing Domain and the New Website at all costs.

3 37. For example, one frustrated victim of the New Website – who
4 ultimately cancelled her credit card to stop Defendant’s unauthorized charges –
5 posted a copy of the email she received in response to her complaints, which
6 claimed that she had signed up for a “membership” with the Consumer Direct
7 Savings store to obtain purported financial benefits:

8 Thank you for contacting Customer Care as
9 your concern is important to us.
10 Unfortunately, we do not have the authority
11 to adjust your account details in the email
12 department. Please take a moment to review
13 the copy of the Terms and Conditions that
14 were agreed to upon signing up for this trial
15 in order to receive shipment:

16 "In addition to the \$5.96* S&H I am paying
17 now, I understand and agree the following:
18 By clicking the Order Now button, I will
19 immediately be charged only \$5.96* S&H to
20 ship my FREE Camera Doorbell, which is a
21 welcoming gift for joining. I will also be
22 charged \$67.43* for my 1st-month
23 membership within the next 48 hours, but
24 with the FREE Camera Doorbell and the \$125
25 Gift Card to the best consumer gadgets club
26 on the web, it is really costing me nothing to
27 become a member! By being a member of
28 the Consumer Direct Savings store, I will
29 receive the \$125 Gift Card EVERY MONTH
30 and will have access to direct-from-factory
31 savings on hundreds of products! That my
32 credit will be billed \$67.43* monthly for my
33 membership. I also understand that I am
34 free to cancel my membership at any time
35 by simply contacting Customer Service at
36 (855) 474-5826 and I will not be charged
37 further. *Price subject to change."

38 38. Defendant thus purports to provide consumers with financial savings
39 under the Infringing Mark, such that the illusory services offered under the
40 Infringing Mark overlap with the legitimate financial services offered by Plaintiff.

1 **IV. Defendants' Infringement Has Harmed Plaintiff**

2 39. Defendant's operation of the New Website has not only caused actual
3 consumer confusion based on use of the Infringing Mark, but it has also produced an
4 abundance of negative reviews regarding "Consumer Direct Savings," which are
5 easily discoverable after a quick Google search. This has sullied the Mark in which
6 Plaintiff has invested for two decade.

7 40. Compounding these issues, Plaintiff offers fraud monitoring services
8 under its Mark. By using the Infringing Mark to defraud consumers, Defendant has
9 directly undercut the esteemed reputation that Plaintiff has earned as a reliable
10 means of monitoring fraudulent credit card activity. Moreover, Defendant purports
11 to charge victims' credit cards for a subscription to a discount program, which
12 overlaps with the legitimate financial services offered by Plaintiff.

13 41. Given the foregoing, on August 29, 2023, Plaintiff's counsel sent a
14 demand letter to Defendant, transmitting said letter to: (1) the email address
15 registered in connection with the Infringing Domain; and (2) the email address listed
16 on the New Website for customer support purposes. A true and correct copy of this
17 letter is attached to this Complaint as **Exhibit E**. At this point, however, nearly two
18 months have elapsed, and no response has been received. The New Website
19 continues to operate, and additional consumers have since fallen victim to
20 Defendant's scam.

21 42. On information and belief, Defendants knowingly and deliberately
22 adopted Plaintiff's CONSUMERDIRECT Mark to capitalize on its goodwill for the
23 purpose of engaging in fraud. Defendants are not authorized to use the Mark, or
24 marks confusingly similar to the Mark, in connection with their goods and services.

25 43. Defendants' use of the CONSUMERDIRECT Mark or marks
26 confusingly similar to the Mark, purportedly for discount-related services, is likely
27 to cause confusion, mistake and deception such that members of the public are likely
28 to be confused as to the affiliation, connection or relationship between Plaintiff and

Defendants, and confused into believing Defendants' goods and services are endorsed or sponsored by Plaintiff, when they are not. Each of these actions creates a likelihood of consumer confusion.

44. On information and belief, Defendants' activities complained of herein constitute willful and intentional infringement of the CONSUMERDIRECT Mark, with Defendants solely moving their fraudulent website to a new domain after transfer of the Infringing Domain in the UDRP proceeding. Like the Infringing Domain, the New Website prominently features the Infringing Mark.

45. Plaintiff seeks injunctive relief to prevent the irreparable harm that will be caused by Defendants' repeated and flagrant exploitation of the renown and goodwill of the CONSUMERDIRECT Marks to perpetrate a scam. Without an injunction, Defendants will continue to use Plaintiff's Marks to deceive consumers.

FIRST CLAIM FOR RELIEF

(Federal Trademark Infringement - 15 U.S.C. § 1114 Against All Defendants)

46. Plaintiff repeats and incorporates by this reference each and every allegation above as though set forth in full.

47. By the acts and omissions set forth above, Defendants have infringed and continue to infringe Plaintiff's federally registered trademark rights in violation of Section 32 of the Lanham Act, 15 U.S.C. section 1114. Defendants' conduct and use of the CONSUMERDIRECT Mark, or marks confusingly similar to the Mark, is likely to cause confusion, mistake and deception among the general purchasing public as to the affiliation, connection, association, origin, sponsorship or approval of Defendants' purported services, and interfere with Plaintiff's ability to use its marks to indicate a single quality control source of its products and services.

48. Specifically, Defendants have created the appearance of an affiliation, association, sponsorship or relationship between themselves and Plaintiff by, among other things intentionally and repeatedly incorporating Plaintiff's CONSUMERDIRECT Mark into fraudulent websites. By offering to provide

1 consumers with financial savings, Defendants' purported services overlap with the
 2 legitimate financial services offered by Plaintiff. For these reasons, consumers who
 3 are directed to or visit Defendants' websites are likely to be misled into believing
 4 that this website is associated, authorized, sponsored, or controlled by Plaintiff.

5 49. Plaintiff has suffered, is suffering, and will continue to suffer
 6 irreparable injury for which Plaintiff has no adequate remedy at law. Plaintiff is
 7 therefore entitled to a preliminary and permanent injunction against further
 8 infringing conduct by Defendants.

9 50. Defendants have profited and are profiting by such infringement, and
 10 Plaintiff has been, and is being, damaged by such infringement. Plaintiff is
 11 therefore entitled to recover damages from Defendants in an amount to be proved at
 12 trial as a consequence of Defendants' infringing activities.

13 **SECOND CLAIM FOR RELIEF**

14 **(False Designation of Origin and Unfair Competition - 15 U.S.C. § 1125(a)** 15 **Against All Defendants)**

16 51. Plaintiff repeats and incorporates by this reference each and every
 17 allegation above as though set forth in full.

18 52. The acts of Defendants as alleged herein also constitute false
 19 designation of origin and unfair competition in violation of Lanham Act section
 20 43(a), 15 U.S.C. section 1125(a).

21 53. On information and belief, Defendants use the CONSUMERDIRECT
 22 Mark in commerce, which use has been done with the deliberate intent of
 23 capitalizing and trading on the goodwill and reputation of Plaintiff.

24 54. Defendants' use in commerce of the CONSUMERDIRECT Mark will
 25 tend to cause and, on information and belief, has caused the relevant public and
 26 trade to believe erroneously that Defendants and their websites are associated,
 27 authorized, sponsored, or controlled by Plaintiff.

28 55. Defendants' use in commerce of the CONSUMERDIRECT Mark in

1 connection with their websites and purported goods and services constitutes a false
 2 and misleading designation of the origin and/or sponsorship of these websites and
 3 purported goods and services.

4 56. By the acts as alleged herein, Defendants have falsely designated and
 5 represented goods and services used in commerce in violation of 15 U.S.C. section
 6 1125(a) and, on information and belief, have used the goodwill of Plaintiff to lure
 7 consumers into a scam.

8 57. Defendants' conduct constitutes unfair competition that has violated,
 9 and unless restrained and enjoined by this Court will continue to violate, Plaintiff's
 10 trademark rights, and will cause irreparable harm, damage, and injury to Plaintiff's
 11 goodwill and business reputation.

12 58. Similarly, if Defendants' conduct is not restrained and enjoined by this
 13 Court, Plaintiff will be irreparably injured as a result of Defendants' infringement
 14 and wrongful acts, circumstances as to which Plaintiff has no adequate remedy at
 15 law. Plaintiff is therefore entitled to a permanent injunction against further
 16 infringing and unlawful conduct by Defendants.

17 59. Defendants have profited and are profiting by such infringement and
 18 Plaintiff has been and is being damaged by such infringement. Plaintiff is therefore
 19 entitled to recover damages from Defendants in an amount to be proved at trial as a
 20 consequence of Defendants' infringing and unlawful activities.

21 **THIRD CLAIM FOR RELIEF**

22 **(Common Law Trademark Infringement and Unfair Competition**

23 **Against All Defendants)**

24 60. Plaintiff repeats and incorporates by this reference each and every
 25 allegation above as though set forth in full.

26 61. The actions and conduct of Defendants as alleged herein are likely to
 27 cause confusion, mistake, and deception to consumers as to the affiliation,
 28 connection, or association of Defendants with Plaintiff, and as to origin of

1 Defendants' purported goods and services, and Plaintiff's apparent sponsorship or
2 approval of Defendants' purported goods and services.

3 62. Defendants' unauthorized actions and conduct as alleged herein
4 constitute unfair competition under California common law and direct infringements
5 of Plaintiff's federal trademarks in violation of California common law.

6 63. Defendants, unless restrained and enjoined by this Court, will continue
7 to cause irreparable harm, damage and injury to Plaintiff, including but not limited
8 to injury to Plaintiff's goodwill and business reputation.

9 64. Plaintiff has suffered, is suffering, and will continue to suffer
10 irreparable injury for which Plaintiff has no adequate remedy at law. Plaintiff is
11 therefore entitled to a permanent injunction against further infringing conduct by
12 Defendants.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for an order and judgment against Defendants,
15 and each of them, as follows:

16 1. That Defendants, and each of them, their owners, partners, agents,
17 servants, distributors, affiliates, employees, representatives, and all those in privity or
18 acting in concert with Defendants or on their behalf, be permanently enjoined and
19 restrained from, directly or indirectly:

20 a. Selling, offering to sell, advertising, displaying, or using the
21 CONSUMERDIRECT Mark, any derivative thereof, or any other mark similar
22 thereto, alone or in combination with other words, names, styles, titles, designs
23 or marks in connection with the sale, advertising, marketing and promotion of
24 home loans;

25 b. Using in any other way any other mark or designation so similar
26 to the CONSUMERDIRECT Mark as to be likely to cause confusion, mistake
27 or deception as to an affiliation, connection, sponsorship or endorsement of
28 Defendants and/or their products or services by or with Plaintiff;

1 c. Representing or implying that Defendants are in any way
2 sponsored by, endorsed by or licensed by Plaintiff;

3 d. Using any words, names, designs, titles or marks that create a
4 likelihood of confusion with Plaintiff's trademarks;

5 2. For an order requiring Defendants to deliver to Plaintiff's attorneys
6 within thirty (30) days after the entry of any injunction, to be impounded or destroyed
7 by Plaintiff, all graphics, literature, signs, labels, prints, packages, wrappers,
8 containers, advertising and promotional materials, products and any other written
9 materials or items in Defendants' possession or control that bear the aforesaid
10 infringing mark, together with all means and materials for making or reproducing the
11 same, pursuant to 15 U.S.C. section 1118, and other applicable laws;

12 3. For an order requiring Defendants to file with the Clerk of this Court and
13 serve Plaintiff, within thirty (30) days after the entry of any preliminary or permanent
14 injunction, a report in writing, under oath, setting forth in detail the manner and form
15 in which Defendants have complied with 1 through 2 above;

16 4. For an award of Defendants' profits and Plaintiff's damages according
17 to proof at trial;

18 5. For an order requiring Defendants to account for and pay to Plaintiff all
19 gains, profits and advantages derived by Defendants from the unlawful activities
20 alleged herein, and/or as a result of unjust enrichment;


21 6. For an award of pre- and post-judgment interest at the highest rate
22 allowed by law;

23 7. For an award of Plaintiff's attorneys' fees, costs and expenses, including
24 but not limited to expert witness fees, incurred in this action; and

25 8. For such further relief as this Court shall deem just and proper.
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27
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1 Dated: November 2, 2023

RUTAN & TUCKER, LLP
MICHAEL D. ADAMS
SARAH VAN BUITEN


2
3 By: 
4 Michael D. Adams
5 Attorneys for Plaintiff
6 CONSUMERDIRECT, INC.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in this action.

Dated: November 2, 2023

RUTAN & TUCKER, LLP
MICHAEL D. ADAMS
SARAH VAN BUITEN

By: 
Michael D. Adams
Attorneys for Plaintiff
CONSUMERDIRECT, INC.